

65-

No.

Date . . . . . 190

**OFFER**

OF

. . . . .

TO

**PURCHASE**

**Lots.** . . . .

**Block** . . . . .

**STIRLING, ALBERTA.**

**FROM**

**The Stirling Townsite Syndicate**

**AGENTS:**

**The Trusts and Guarantee Company,  
LIMITED**

copy

# To THE STIRLING TOWNSITE SYNDICATE,

Agents,—The Trusts and Guarantee Company, Limited,

43-45 King Street West, Toronto.

Tender for the purchase of Lots numbered 21 22 23 24 in Block Winnipeg as shown on the plan of subdivision of part of the West ½ of Section 32, Township 6, Range 19, West of 4th Meridian, in the Province of Alberta, (a copy of which is printed hereon), held for sale by the said Syndicate.

I, John D. Moore of the Town of Berlin in the County of Waterloo and Province of Ont hereby offer for the above described lands and premises, subject to the undermentioned conditions, the price or sum of Six hundred and forty Dollars, payable to **THE TRUSTS AND GUARANTEE COMPANY, Limited**, Agents for said Syndicate, at the Company's Office in the City of Toronto, as follows, \$ 160.00 in cash with this offer, and two Payments of \$ 240.00 each on the first day of each of the months of November 1909, February 1910 and 1909, respectively, with interest on the unpaid purchase money, both before and after the same or any portion thereof becomes due, from the date of acceptance of this offer, at the rate of six per cent. per annum, payable on the several dates the unpaid principal sums respectively are payable, until the purchase price is fully paid and satisfied. The first instalment of interest and principal to become due and payable on the 1st day of November 1909.

If the above mentioned lot or lots are not available by reason of having been previously sold before receipt of this application, is authorized to select for me in lieu thereof such other lot or lots as may in his opinion be equal in location and value to those specifically mentioned above, and I hereby agree to accept such substituted lots as if originally applied for by me.

If my offer is accepted, I agree to pay taxes and all assessments, whether for local improvements or otherwise, and to perform statute labor from date of acceptance of this offer, and I am to be entitled to the rents from the said property from the date only of the completion of such purchase.

For the purpose of enabling me to examine the title to the said property, the said Agents shall give me or any solicitor, free access in their office in Toronto to all deeds, abstracts or other evidences of title in their possession, such examination of title to be made at my own expense, and any objection to be made within fourteen days of the acceptance of my offer. Should any sufficient objection be shown within the time allowed, the said Agents shall have a reasonable time to rectify the same, or if the Agents are unable or unwilling to rectify the same, or if they are in any way unable to complete the sale on the terms herein contained, the deposit, if any, shall be returned and the sale cancelled, without the said Agents or Syndicate being liable to me for loss, costs or charges in connection with the same. Should any sufficient objection not be made within the said time, the title shall be held to be accepted, and I agree not to demand the production for inspection, or otherwise, of any further or other proof of title, nor of any deeds, papers or document in relation to the property, other than those in the said Agents' possession; the sale to be closed within fourteen days of the date of acceptance of my offer. The above stipulations as to title, time and payments are hereby made the essence of this contract, and if any such stipulations are not observed by me at the time specified, the said Agents may at their option treat the contract as cancelled, and all payments made by me forfeited, and they may resell the property without notice to me in such manner and for such price as they may see fit, and may look to me for any loss suffered on such resale.

I agree to obtain possession of the property myself, and that the said Agents shall be entitled to collect and retain all rent now due or accrued in respect of the lands within mentioned until the purchase price is fully paid and satisfied; and I will hold the property as tenant of the said Agents at a rental equivalent to the payments and payable at the times above mentioned, until the purchase price is fully paid.

Outlays on my account by the said Agents or Syndicate for taxes, assessments, insurance or costs, and interest not paid when due shall bear interest at the above mentioned rate.

On the payment of the purchase money and interest as above mentioned, and any charges under this contract, the said Agents shall furnish a deed of the said property to me or my assigns, such deed to be prepared by the solicitors of the said Agents on the said Agents' usual form, which expense shall be paid by me.

And I agree, if further required by the said Agents, to execute formal articles of agreement for sale on the said Agents' usual form, a copy of which is to be furnished me on payment of the usual charge therefor.

This offer shall be binding on me, my executors, administrators and assigns if accepted within thirty days of the date hereof, and this offer and acceptance shall constitute a binding contract of purchase and sale from the date of the acceptance independently of the said articles of agreement and until the same are executed. Notice of acceptance shall be deemed to have been sufficiently given if the said Trust Company shall have notified me by letter mailed to my address as given below.

Dated at Berlin this twentieth day of April 1909

Signed and Sealed

IN THE PRESENCE OF

W. A. Brubacher

John D. Moore  
Occupation Registrar  
Street Address (138) Frederick St.  
Wife's Name Mrs. A. W. Moore  
Post Office Address Berlin Ont.

The above offer is hereby accepted.

Dated at Toronto this ..... day of ..... 190.....

**THE STIRLING TOWNSITE SYNDICATE,**

by their Agents, The Trusts and Guarantee Company, Limited,

..... Manager.



